

FAST FORWARD: INDIANA’S BID TO RACE TO THE TOP

PARTNERSHIP AGREEMENT

BETWEEN

INDIANA DEPARTMENT OF EDUCATION AND PARTICIPATING LEA

This Partnership Agreement (“**Agreement**”) is entered into by and between the Indiana Department of Education (“**Indiana**” or “**IDOE**”) and _____ (“**Participating LEA**”). The purpose of this Agreement is to establish a framework of collaboration, as well as to articulate specific roles and responsibilities in support of Indiana in its implementation of an approved Race to the Top grant project.

Recitals

1. Indiana’s students are not adequately prepared to compete in the global marketplace. The IDOE and the Participating LEA are fully and equally committed to aggressively pursuing reforms that level the playing field and remove all barriers to student academic achievement and career preparation.
2. Through the American Recovery and Reinvestment Act of 2009, Congress has allocated an unprecedented \$4.3 billion for a competitive grant program, the Race to the Top.
3. The Race to the Top program is designed to reward those states that are creating the conditions for education innovation and reform and implementing comprehensive and systematic changes, addressing each of the following areas:
 - a) Adopting internationally benchmarked standards and assessments that prepare students for success in college and the workplace;
 - b) Recruiting, developing, retaining and rewarding effective teachers and principals;
 - c) Building data systems that measure student success and inform teachers and principals how they can improve their practices; and
 - d) Turning around struggling schools.
4. Recognizing the window of opportunity for meaningful change that has been opened by the Race to the Top, the IDOE and Participating LEA are devoted to the swift and full implementation of the uncompromising and necessary reforms contained in this Agreement, without alteration, if Indiana is selected for Race to the Top funding.

NOW, THEREFORE, the IDOE and Participating LEA agree as follows:

Agreement

1) SCOPE OF WORK

The Preliminary Scope of Work, starting on page four of this Agreement, indicates which portions of Indiana’s proposed reform plans (“**Fast Forward**”) the Participating LEA agrees to implement. The Participating LEA acknowledges that it must agree to implement all applicable portions of Fast Forward in order to participate in Indiana’s Race to the Top bid.

2) PROJECT ADMINISTRATION

A. PARTICIPATING LEA RESPONSIBILITIES

In assisting the IDOE in implementing the tasks and activities described in Indiana's Race to the Top application, the Participating LEA:

- 1) As a condition for participating in – and receiving an allocation of funds under – the Fast Forward program, must enter into an agreement (the “**Implementation Agreement**”) with the IDOE that will describe more specifically the mutual responsibilities of the IDOE and Participating LEA for planning and implementing provisions of Fast Forward. The Implementation Agreement will be incorporated in or attached to the Work Plan, which must be provided to, and approved by, the IDOE.

The Implementation Agreement will include a detailed work plan (the “**Work Plan**”), prepared by the Participating LEA and approved by the IDOE, describing specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures. The Work Plan must be consistent with the Participating LEA's Preliminary Scope of Work in this Agreement, with the approved Fast Forward plan, and with further guidance the IDOE may provide. The IDOE will approve the Participating LEA for funding based on the scope and quality of the Work Plan and the Participating LEA's capacity to implement the plan and address at the local level applicable portions of Fast Forward in a meaningful and high quality way. The Implementation Agreement between the IDOE and the Participating LEA will also detail the IDOE's responsibilities for providing or coordinating technical assistance, professional development, and other support for the Participating LEA in carrying out these functions, and how IDOE and Participating LEA activities will be sequenced.

- 2) Will implement the Participating LEA plan as identified in the Preliminary Scope of Work of this agreement;
- 3) Will, over the course of the project, work in good faith with the IDOE to identify needs for modifications to the project and to make appropriate modifications in order to achieve the core goals of the project;
- 4) Will actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by the IDOE or by the U.S. Department of Education (“**ED**”);
- 5) Will post to any website specified by the IDOE and/or ED, in a timely manner, all non-proprietary products and lessons learned that were developed using funds under the Race to the Top grant;
- 6) Will participate, as requested, in any evaluations of this grant conducted by the IDOE and/or ED;
- 7) Will be responsive to IDOE and/or ED requests for information including, but not limited to, requests regarding the status of the project based on program measures established by the IDOE, project implementation, outcomes, and any problems anticipated or encountered; and

- 8) Will participate in meetings and telephone conferences with the IDOE to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years of the Race to the Top grant period, and (d) other matters related to the Race to the Top grant and the Fast Forward plan.

B. IDOE RESPONSIBILITIES

In assisting the Participating LEA in implementing its tasks and activities described in Indiana's Race to the Top application, the IDOE will:

- 1) Work collaboratively with, and support the Participating LEA in carrying out, the Participating LEA's plan set forth in the Work Plan and in the Implementation Agreement;
- 2) Timely distribute the Participating LEA's portion of Race to the Top grant funds during the course of the project period and in accordance with the Participating LEA's approved Work Plan and with the IDOE's established distribution schedule;
- 3) Provide feedback on the Participating LEA's status updates, annual reports, any interim reports, and project plans and products; and
- 4) Provide or coordinate technical assistance, professional development, and support consistent with Section 2(A)(1) above.

C. JOINT RESPONSIBILITIES

- 1) The IDOE and the Participating LEA will collaborate in good faith to ensure alignment and coordination of IDOE and local planning and implementation activities in order to effectively and efficiently achieve the core goals of Fast Forward, consistent with their respective roles under Indiana law and policy;
- 2) The IDOE and the Participating LEA will each appoint a key contact person for the Race to the Top grant;
- 3) These key contacts from the IDOE and the Participating LEA will maintain frequent communication to facilitate cooperation under this Agreement;
- 4) IDOE and Participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the grant period.
- 5) IDOE and Participating LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of Indiana's Race to the Top grant, even when the Fast Forward plan requires modifications that affect the Participating LEA, or when the Participating LEA Work Plan requires modifications.

3) STATE RECOURSE FOR PARTICIPATING LEA NON-PERFORMANCE

If the IDOE determines that the Participating LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements as set forth in the Implementation Agreement or the Fast Forward plan, the IDOE will take appropriate enforcement action, which could include a collaborative process between the IDOE and the Participating LEA, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including, for example, putting the Participating LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

4) ASSURANCES

The Participating LEA hereby certifies and represents that it:

- A. Has all requisite power and authority to execute this Agreement;
- B. Is familiar with Indiana's Race to the Top grant application and is supportive of and will work to implement all applicable portions of the Fast Forward plan, as defined by the IDOE, and consistent with the Preliminary Scope of Work;
- C. Will, if Indiana's application is funded, provide a Work Plan within the timeframe established by IDOE and ED;
- D. Will enter into an Implementation Agreement with the IDOE; and
- E. Will comply with all of the terms of the Race to the Top grant, the IDOE's subgrant, and all applicable federal and state laws and regulations, including laws and regulations applicable to the Race to the Top program and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

5) MODIFICATIONS

This Agreement may be amended only by written agreement signed by each of the parties involved, and in consultation with ED.

6) DURATION/TERMINATION

This Agreement shall be effective, beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first.

Preliminary Scope of Work

Consistent with federal requirements and criteria, Fast Forward addresses education reforms in each of the areas prescribed by the RttT application. The plan articulates Indiana's policies and goals in each of these areas and an overall strategy for accomplishing and monitoring the goals. Many of the goals relate to what happens in school districts, schools, and classrooms. The goals can

only be accomplished if Participating LEAs work in coordination with the IDOE to plan and implement reforms at the local level in ways that are aligned with Indiana’s plan.

In signing this Partnership Agreement, the Participating LEA signifies its intent to be bound to the Fast Forward plan, to collaborate with the IDOE in modifying state and local plans over the course of the project as appropriate to achieve core goals, and to act in good faith in implementing Indiana’s Fast Forward plan in each of the areas described below. If the IDOE receives a RttT grant, allocation of funds to the Participating LEA will be contingent on the development of a detailed local Work Plan and an IDOE-Participating LEA Implementation Agreement that will describe local and IDOE responsibilities in these areas in greater detail.

Participating LEAs must agree to participate in each of the applicable elements of Indiana’s reform plans outlined below. The IDOE will determine if a particular element (e.g. Turnaround) is inapplicable to a Participating LEA.

Elements of State Reform Plans	LEA Participation (Y/N)	Comments from LEA (optional)
B. Standards and Assessments – The LEA will participate in implementing appropriate aspects of Indiana’s Plan to develop and implement high-quality standards and assessment systems, including but not limited to the following:		
(B)(1) Supporting the state's development and adoption of common standards		
(B)(2) Supporting the state's development and implementation of common, high-quality assessments		
(B)(3) Supporting the transition to enhanced standards and high-quality assessments		
C. Data Systems to Support Instruction – The LEA will participate in implementing all aspects of Indiana’s Plan to develop, implement, and use a statewide longitudinal data system, including but not limited to the following:		
(C)(1) Supporting the state in fully implementing a statewide longitudinal data system		
(C)(3) Using data to improve instruction:		
(i) Use of local instructional improvement systems		
(ii) Professional development on use of data		
(iii) Availability and accessibility of data to researchers		

Elements of State Reform Plans	LEA Participation (Y/N)	Comments from LEA (optional)
D. Great Teachers and Leaders – The LEA will participate in implementing all aspects of Indiana’s Plan to develop and implement systems to enhance teacher and leader effectiveness, including but not limited to the following:		
(D)(1) Partnering with high-quality pathways for aspiring teachers and principals		
(D)(2) Improving teacher and principal effectiveness based on performance:		
(i) Measure student growth		
(ii) Implement evaluation systems		
(iii) Conduct annual evaluations		
(iv)(a) Use evaluations to inform professional development		
(iv)(b) Use evaluations to inform compensation, promotion, and retention		
(iv)(c) Use evaluations to inform tenure and/or full certification		
(iv)(d) Use evaluations to inform removal		
(D)(3) Ensuring equitable distribution of effective teachers and principals in:		
(i) High-poverty and/or high-minority schools		
(ii) Hard-to-staff subjects and specialty areas		
(D)(5) Providing effective support to teachers and principals through:		
(i) Quality professional development		
(ii) Measure effectiveness of professional development		
E. Turning Around the Lowest-Achieving Schools – The LEA will participate in implementing all aspects of Indiana’s Plan to intervene and turn around the lowest-achieving schools, including but not limited to the following:		
(E)(1) Supporting state efforts to intervene in the lowest-achieving schools and LEA's		
(E)(2) Turning around the lowest-achieving schools		

SIGNATURES

LEA Superintendent (or equivalent authorized signatory) - required:

Signature/Date

Print Name/Title

President of Local School Board (or equivalent, if applicable):

Signature/Date

Print Name/Title

Local Teachers' Association Leader (if applicable):

Signature/Date

Print Name/Title

State Superintendent of Public Instruction - required:

By its signature below, the State hereby accepts the LEA as a Participating LEA.

Signature/Date

Print Name/Title